



**City of Raleigh**

**Request for Qualification # 274-72017**

**Title: Historic Consultant/Section 106**

**Issue Date: 7/20/2017**

**Response Due Date: August 10, 2017**

**At 4:00 PM EDT**

**Issuing Department: Housing & Neighborhoods - Community  
Development Division**

**Direct all inquiries concerning this RFQ to:**

Shawn McNamara

CD Program Manager

Email: [shawn.mcnamara@raleighnc.gov](mailto:shawn.mcnamara@raleighnc.gov)

Phone: 919-996-6957

## Table of Contents

<b>1</b>	<b>REQUEST FOR Qualifications .....</b>	<b>3</b>
1.1	Introduction .....	3
1.2	Background .....	3
1.3	RFQ Response Timeline .....	3
1.4	Pre-qualification Conference/Site Visit .....	4
1.5	Qualifications Questions .....	4
1.6	Proposal Submission Requirements and Contact Information .....	4
1.7	Rights to Submitted Material .....	4
<b>2</b>	<b>QUALIFICATIONS .....</b>	<b><i>Error! Bookmark not defined.</i></b>
2.1	REQUEST FOR QUALIFICATION DOCUMENT .....	7
2.2	Evaluation Criteria .....	7
2.3	Final Selection.....	7
2.4	NOTICE TO VENDORS REGARDING RFQ TERMS AND CONDITIONS .....	8
<b>3</b>	<b>SCOPE OF SERVICES.....</b>	<b>7</b>
<b>4</b>	<b>CONTRACT TERMS.....</b>	<b>8</b>
4.1	Non-discrimination .....	8
4.2	Minority or Women Owned Businesses.....	8
4.3	Assignment.....	8
4.4	Applicable Law .....	9
4.5	Insurance .....	9
4.6	Indemnity .....	10
4.7	Intellectual Property .....	10
4.8	Force Majeure .....	10
4.9	Advertising.....	11
4.10	Cancellation.....	11
4.11	Laws/Safety Standards .....	11
4.12	Applicability of North Carolina Public Records Law .....	12
4.13	Miscellaneous.....	12
4.14	Audit.....	13
4.15	E - Verify.....	13
4.16	Iran Divestment Act Form.....	13

# 1 REQUEST FOR QUALIFICATIONS

## 1.1 Introduction

The City of Raleigh, North Carolina Housing and Neighborhoods Department, Community Development Division (“CD”), is seeking consultant services from a firm (“Consultant”) located in the Raleigh area on an as-needed basis for completion of historic reviews and assessments pursuant to Section 106 of the National Historic Preservation Act, 24 CFR 58.5, and 36 CFR Part 800.

## 1.2 Background

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21<sup>st</sup> Century City of Innovation focusing on environmental, cultural and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh’s existing neighborhoods, natural amenities, history and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens and local partners to promote new technology, create new job opportunities and encourage local businesses and entrepreneurs. The City enlist and prepare 21<sup>st</sup> Century staff with the skill sets to carry out the duties of the City, through transparent civic engagement and providing the very best customer service to our citizens in the most efficient and cost effective manner.

Raleigh is an “entitlement city” under the federal Community Development Block Grant (CDBG) and a “Participating Jurisdiction” under the federal HOME Investment Partnership program. CDBG- and HOME-funded activities include acquisition, housing rehabilitation, demolition, and new infill housing. From time to time such activities take place within or adjacent to a federally-designated national historic district and some structures, regardless of location, have historic or architectural significance. Each property affected with federal funding must be assessed in terms of its historic or architectural significance. This assessment, including inspection, cost estimate, photographs, and written report to the City, will be prepared by the Consultant.

## 1.3 RFQ Response Timeline

The RFQ process shall adhere to the following schedule.

RFQ Process	Date and time	
RFQ posted	07/20/2017	
Pre Proposal Conference	N/A	
Contractor’s Written Questions Due	07/27/2017	4:00 PM
City Responses to Contractor questions	08/03/2017	4:00 PM
<b>Response Due Date - Submittals Due from Contractors</b>	<b>08/10/2017</b>	<b>4:00 PM</b>

Note: All times shown as Eastern Daylight Time (EDT).

#### **1.4 Pre-Qualifications Conference/Site Visit**

No Pre-Qualification Conference

#### **1.5 Proposal Questions**

Upon review of the RFQ documents, Consultants may have questions to clarify or interpret the RFQ in order to submit the best response possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above Contractors written due date.

**NOTE:** Questions concerning the specifications of this Request for Qualifications will be received until July 27, 2017 @ 4:00 pm via email only. A summary of all questions and answers will be posted on the internet as an addendum, located under the RFQ # 274-7202017 on August 3, 2017 by 4:00 pm.

**It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**

#### **1.6 Qualification Submission Requirements and Contact Information**

Submittals must follow the format as defined in Section 3 PROPOSAL FORMAT.

Respondents must submit one (1) signed original plus one (1) electronic version and two(2) copies, of the *(Historic Consultant/Section 106) – (Housing & Neighborhoods – Community Development Division)* signed submission. The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a Flash Drive attached to the proposal. Submittals must be enclosed in a sealed envelope or package and clearly marked: *(Historic Consultant/Section 106)*. Both hard copy and electronic version must be received by the City on or before (4:00) PM EDT on *(August 10, 2016)*. Deliver Submittals to the following mailing / physical address:

<b><u>DELIVERED BY US POSTAL SERVICE</u></b>	<b><u>DELIVERED BY ANY OTHER MEANS</u></b>
RFQ NO. <u>274-6302017</u> City of Raleigh Housing & Neighborhoods Dept. Community Development Division PO Box 590 Raleigh, NC 27602-0590	RFQ NO. <u>274-6302017</u> City of Raleigh Housing & Neighborhoods Dept. Community Development Division 421 Fayetteville Street, Suite 1200-12 <sup>th</sup> Floor Raleigh, NC 27601

u received after the “RFQ Due” deadline above will not be considered and will be returned unopened to the return address on the submission envelope. The outside of the submittal package and the Flash Drive must be clearly marked with the RFQ number and the Title. The City reserves the right to reject any or all **Submittals** for any reason and to waive any informality it deems in its best interest. Any requirements in the RFQ that cannot be met must be indicated in the proposal. Contractors must respond to the entire Request for Submittals (RFQ). Any Submittals received by the City that are incomplete in their responses will be immediately disqualified.

#### **1.7 Rights to Submitted Material**

All Submittals, responses, inquiries, or correspondence relating to or in reference to this RFQ, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina law) shall become the property of the City when received and the entire proposal shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina law.

The City reserves the right to retain all Submittals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposal.

## 2 SUBMITTALS

Responses must follow the format outlined herein. The City may reject as non-responsive at its sole discretion any proposal or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

1. Cover letter / Letter of Intent
2. Experience/References
3. Capacity to Perform Required Services
4. Proposed Cost (*in a separate sealed envelope marked "Cost Submittal for RFQ # 274-7202017"*)

1. Cover Letter/Letter of Intent

Introduction Letter with intent as it may pertain to the Request for Proposal

2. Corporate Background and Experience

This section shall include background information on the organization and should give details of experience with similar projects. A list of 3 references (including contact persons and telephone numbers) for which similar work has been performed shall be included and the list shall include all similar contracts performed by the offeror in the past two, three, four, five (pick a reasonable period) years. The evaluators will randomly select at least two of these references, but the evaluators reserve the right to contact all the references listed, if information from the two references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the offeror's proposal. The evaluators may check all public sources to determine whether offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into offeror's performance of those contracts and the information obtained may be considered in evaluating offeror's proposal.

3. Experience

This section shall include background information on the organization and should give details of experience with similar projects. A list of three references (including contact persons and telephone numbers) for which similar work has been performed shall be included and the list shall include all similar contracts performed by the offeror in the past two, three, four, five (pick a reasonable period) years. The evaluators will randomly select at least two of these references, but the evaluators reserve the right to contact all the references listed, if information from the two references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the offeror's proposal. The evaluators may check all public sources to determine whether offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into offeror's performance of those contracts and the information obtained may be considered in evaluating offeror's proposal.

### 3. Capacity to Perform Required Services

This section shall include, in narrative, outline, and/or graph form the offeror's approach to accomplishing the tasks outlined in the Scope of Work section of this RFQ. A description of each task and deliverable and the schedule for accomplishing each shall be included: proposed staffing, deployment and organization of personnel to be assigned to this project. The respondent shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

This section shall include, in narrative, outline, and/or graph form the offeror's approach to accomplishing the tasks outlined in the Scope of Work section of this RFQ. A description of each task and deliverable and the schedule for accomplishing each shall be included.

### 4. Proposed Cost - Unit Price

The Unit Price shall be submitted and contain:

Personnel costs (including hourly rates and total hours)

Travel and Subsistence Expenses

Subcontractor Costs (if any)

Other Costs (e.g., office expenses)

UNIT COST A cost not to exceed cost representing the maximum amount for all work to be performed must be clearly indicated under this heading.

## 2.1 Request For Qualification Documents

The RFQ is comprised of the base RFQ document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFQ in advance of any Contract award are incorporated herein by reference.

## 2.2 Evaluation Criteria

This is not a bid. There will not be a public bid opening. Submittals will be evaluated based on but not necessarily limited to the following criteria:

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
Cover letter / Letter of Intent	5		
Capacity to Perform Required Services	60		
References	35		
<b>Final Score</b>			

### Score Points

0- Missing or Does Not Meet Expectation

1- Partially Meets Expectation

2- Meets Expectation

3- Exceeds Expectation

### **2.3 Final Selection**

Submittals will be reviewed after opening and will be ranked in order of choice. A recommendation will then be presented to the City Manager or City Council for approval to negotiate a contract with the #1 choice and if unsuccessful to then pursue negotiations with the #2 choice. All proposers will be notified of their standing immediately following City's decision. Price quoted must be held firm for 90 days after the RFQ is due. The City reserves the right to make an award without further discussion of the proposal submitted. The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract. The RFQ may be awarded by individual task or total proposal, whichever is most advantageous to the City of Raleigh.

The general conditions and specifications of the RFQ and the selected proposal, as amended by agreement between the City and the Contractor including e-mail or written correspondence relative to the RFQ, may become part of the contract documents. Failure of the Contractor to perform as represented may result in elimination of the Contractor from competition or in contract cancellation or termination.

### **2.4 Notice to Consultants Regarding RFP/RFQ Terms and Conditions**

It shall be the Consultant's responsibility to read the Instructions, the City's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFQ, and comply with all requirements and specifications herein. Consultants also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

## **3 SCOPE OF SERVICES**

Required services include, but are not limited, to the following:

1. ***Acquisition.*** Among properties being acquired by CD with federal funds, determinations must be made regarding whether the structure(s) is historically or architecturally significant. An inspection and assessment must be made on the condition of the property and cost to rehabilitate. Where rehab is not a reasonable option and demolition is judged to be the best option, the Consultant will write a Memorandum of Agreement after CD or its Rehabilitation Consultant has finished the feasibility study and recordation. The Consultant will identify any historical items in the house that should be reclaimed.
2. ***Rehabilitation.*** The Consultant will also identify houses proposed for rehabilitation by their owners with CD assistance that are historic or have particular architectural significance. CD will work with the Consultant on any historic rehabs to ensure that the Secretary of the Interior's Standards for Historic Rehabilitation are met. Consultant will issue a Letter of Approval verifying that the project will have no adverse effect, by virtue of meeting the standards. Work may not begin until a Letter of Approval has been issued by Certified Staff and a Certificate of Appropriateness is required if property is located in a City historic district.
3. ***Commercial façade renovation*** funded in part with CDBG, if any, will be subject to the same measures as houses being rehabilitated (Described in 2. above).

4. ***New Housing in Historic Districts.*** Consultant will advise CD on new construction proposed within historic districts that involves federal funds provided by CD, working closely with the State Historic Preservation Office (SHPO). New construction proposed by CD within or adjacent to federal historic districts must be reviewed for conformance with Secretary of Interior standards in terms of height, scale, massing, setbacks, materials, and detailing.
5. ***Code enforcement demolition.*** Occasionally CDBG demolishes unoccupied, privately-owned houses in serious violation of local housing codes. An inspection and assessment must be made on the condition of each property and its historic and architectural significance.
6. ***The selected consultant will act as Certified Staff*** to fulfill the Programmatic Agreement (PA) with the State Historic Preservation Officer (SHPO). The consultant will work as needed with the Raleigh Historic Development Commission (RHDC) and city staff assigned to RHDC as CD-funded work is impacted by RHDC and related City staff.

## 4 CONTRACT TERMS

### 4.1 Non-discrimination

To the extent permitted by State Law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract, no matter how remote. The parties further agree in all respects to conform to the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

### 4.2 Minority or Women Owned Businesses

Pursuant to General Statutes of North Carolina Section 143-128 and 143-131 and to City policy, the City of Raleigh encourages and provides equal opportunity for Certified Minority and Woman-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs to include - Professional Services; Goods and Other Services; and Construction. The prime contractor will be required to identify participation of MWBE businesses in their proposal, and how that participation will be achieved.

Furthermore, the City's goal is to contract or sub-contract fifteen percent (15%) of the contract amount to Certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding. The goal breakdown is 8% for minorities and 7% for non-minority females.

### 4.3 Assignment

This Contract may not be assigned without the express written consent of the City.



#### **4.4 Applicable Law**

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

#### **4.5 Insurance**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

**Commercial General Liability** – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Automobile Liability** – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site.

**Worker's Compensation & Employers Liability** – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

**Additional Insured** – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**City of Raleigh is named additional insured as their interest may appear**'.

**Certificate of Insurance** – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. **The Certificate Holder address should read:**

**City of Raleigh  
Post Office Box 590  
Raleigh, NC 27602-0590**

**Umbrella or Excess Liability** – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Raleigh

as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

**Professional Liability** – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh’s Risk Manager.

#### **4.6 Indemnity**

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

#### **4.7 Intellectual Property**

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor’s performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor’s performance of this project are hereby agreed to be ‘works made for hire’ within the meaning of 17 U.S.C. 201.

#### **4.8 Force Majeure**

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

#### **4.9 Advertising**

The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

#### **4.10 Cancellation**

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

#### **4.11 Laws/Safety Standards**

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

#### **A. Accident Prevention**

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

#### **B. Environmental Protection**

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

#### **C. Employee Education and Training**

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

#### **4.12 Applicability of North Carolina Public Records Law**

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

#### **4.13 Confidential Information**

To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Consultants are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.

#### **4.14 Miscellaneous**

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract, and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

#### **4.15 Audit**

The City of Raleigh Internal Audit Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

In the event of such an audit, Contractor agrees that the City, or its designated representative, shall have the right to review and to copy any work, materials, payrolls, records, data, supporting documentation, or any other sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. The Contractor agrees that the City, or its designated representative, shall have access to Contractor personnel pertaining to the performance of this contract, including but not limited to financial, performance, operations and compliance records. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Further, Contractor agrees to include a similar right to the City to audit and interview staff in any subcontract related to performance of this contract.

Contractor shall require all payees to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor will ensure that all payees have the same right to audit provisions contained in this Contract.

The City agrees to provide Contractor with an opportunity to discuss and respond to any findings before a final audit report is issued.

City's rights under this provision shall survive the termination of this agreement. The City may conduct an audit up to three years after this agreement terminates.

#### **4.16 E - Verify**

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

#### **4.17 Iran Divestment Act Form**

RFQ/RFQ Number (if applicable): \_\_\_\_\_

Name of Contracting Party or Bidder: \_\_\_\_\_  
\_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. §147-55 *et seq.* \***

Pursuant to N.C.G.S. §147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

As of the date listed below, the supplier or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.58.

The undersigned hereby certifies that he or she is authorized by the contracting party or bidder listed above to make the foregoing statement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

N.C.G.S. §147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. § 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) and will be updated every 180 days.

\* Note: Enacted by Session Law 2015-118 as N.C.G.S. §143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.